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## City of New York Board of Education of the City School District and United Federation of Teachers, American Federation of Teachers, AFL-CIO, Local 2 (1973)

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## City of New York Board of Education of the City School District and United Federation of Teachers, American Federation of Teachers, AFL-CIO, Local 2 (1973)

### Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

### Comments

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**A G R E E M E N T**

between

**THE BOARD OF EDUCATION**

of the

**CITY SCHOOL DISTRICT**

of the

**CITY OF NEW YORK**

and

**UNITED FEDERATION OF TEACHERS**

**Local 2, American Federation  
of Teachers, AFL-CIO**

covering

**TEACHER AIDE  
EDUCATIONAL ASSISTANT  
EDUCATIONAL ASSOCIATE  
AUXILIARY TRAINER**

**January 1, 1973 - September 9, 1975**

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**TEACHER AIDE**

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**AUXILIARY TRAINER**

**January 1, 1973 - September 9, 1975**

## PARA-PROFESSIONAL CHAPTER

UNITED FEDERATION OF TEACHERS

Local 2, American Federation of Teachers, AFL-CIO

### OFFICERS

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FANNIE TRICE

*Vice Chairman*

FLORENCE FIDELL

*Secretary*

LETTIE CONCEPCION

*Assistant Secretary*

DILIA RODRIGUEZ

*Treasurer*

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*Assistant Treasurer*

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ANNIE TAITT

FLORENCE FIDELL

MARIA PORTALATIN

MAGGIE MARTIN

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JULES KOLODNY, Secretary

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Junior High Schools

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MIKE SLOAN

GLORIA WEINMAN

### *Special Representatives:*

VITO DELEONARDIS

SANDRA FELDMAN

NED HOPKINS

DAN SANDERS

### *Coordinator of Negotiations:*

LUCILLE SWAIM

### *Legal Counsel:*

EUGENE KAUFMAN

## *A Message from the President*

Everyone was impressed with the benefits the UFT won, just three years ago, in the first collective bargaining agreement para-professionals in the New York City schools had ever enjoyed.

This second agreement is in many ways even more impressive. The gains realized in 1969 are taken much further in this 1973-75 contract; and we have achieved many new advances.



☐ Para-professional salaries are up 200 percent since before the first contract. In this agreement alone, para-professionals will see (a) pay hikes ranging to \$1,386 a year and averaging more than 12 percent; (b) a 17 percent increase in stipends paid during the summer; and (c) 11 more weeks of pay than before the first contract: including vacation time and stipends, para-professionals are now paid 50 weeks of the year—and thus enjoy virtual annualization.

☐ Para-professionals now receive all the UFT Welfare Fund benefits that teachers get—including cost-free insurance plans covering prescription-drugs, dental work, accident and sickness disability (for 28 weeks after sick-leave is exhausted), extended health benefits (raised from 21 to 120 days fully paid, plus 180 more days at a 50 percent discount), and optical benefits—for themselves and their dependent family members.

☐ This new contract also improves the grievance procedure; provides gains in the areas of leaves, career training, promotions and safety; and strengthens job rights, so that para-professionals will be treated—from now on—as regular, on-going employees of the Board of Education, and never again as second-class employees.

Among the most important gains registered in this new contract is one that is not readily apparent. We succeeded in changing the agreement's expiration date from

Dec. 31 to Sept. 9. That means that the para-professional contract ends the same day as the classroom teacher contract—and all the other UFT agreements. Negotiating all these contracts at the same time will give the UFT much greater leverage in winning even more victories for para-professionals in 1975.

Just as teachers and other school employees learned some years ago that joining together gave each group far more strength than any one of them could have alone, so does this new contract demonstrate the advantages to para-professionals in belonging to the UFT school team. No one can go it alone in our school system. Both in negotiations and on the job, we need each other—just as the schools need all of us.

However much the gains in this new contract owe to our standing together, special attention belongs to the para-professional chapter chairman, Velma Murphy Hill, and to all the chapter's members on the negotiating team. Their hard work and long hours deserve the appreciation of everyone.

Fraternally,

ALBERT SHANKER  
*President*  
*United Federation of Teachers*  
*Local 2, AFT, AFL-CIO*



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## AGREEMENT

AGREEMENT MADE AND ENTERED INTO by and between THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK (hereinafter referred to as the "BOARD") and UNITED FEDERATION OF TEACHERS, Local 2, American Federation of Teachers, AFL-CIO (hereinafter referred to as the "UNION").

WHEREAS the Board has voluntarily endorsed the practices and procedures of collective bargaining as a peaceful, fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the special functions and obligations of the Board, are permitted by law and are consonant with the paramount interests of the school children, the school system and the public; and

WHEREAS the Board, on March 8, 1962, adopted a Statement of Policies and Practices with Respect to Representation of Pedagogical and Civil Service Employees for Purposes of Collective Bargaining with the Board of Education (hereinafter referred to as the "Statement of Policies"); and

WHEREAS pursuant to the Statement of Policies and pursuant to the provisions of the Public Employees Fair Employment Act (Chapter 392 of the Laws of 1967 as amended by Chapter 24, 391 et seq. of the Laws of 1969), in a secret ballot election conducted among employees in the titles of Teacher Aide, Educational Assistant, Educational Associate and Auxiliary Trainer in programs to Strengthen Early Childhood Education in Poverty Areas, Prekindergarten Classes in Poverty Areas, and More Effective Schools, to determine which labor organization

## *Art. I*

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they wished to represent them in collective bargaining with the Board, the Union received a majority of votes and the Board issued a Certificate of Exclusive Bargaining Status to the Union on January 21, 1970; and

WHEREAS, after an appropriate showing of majority representation, the Board certified the Union on April 6, 1971, as the representative of employees in these same titles in programs other than programs to Strengthen Early Childhood Education in Poverty Areas, Prekindergarten Classes in Poverty Areas, and More Effective Schools and accordingly the Union became the exclusive bargaining representative of all employees in these titles; and

WHEREAS the Board and its designated representatives have met with the representatives of the Union and fully considered and discussed with them, in behalf of the employees in the bargaining unit, changes in salary schedules, improvement in working conditions, and machinery for the presentation and adjustment of certain types of complaints; it is agreed as follows:

### ARTICLE I UNION RECOGNITION

The Board recognizes the Union as the exclusive bargaining representative of employees employed in the titles of Teacher Aide, Educational Assistant, Educational Associate and Auxiliary Trainer. These persons and each of them are hereinafter referred to variously as "employees" or "employee," as "employees (or employee) in the bargaining unit," or "employees (or employee) covered by this Agreement," or "para-professional" or "para-professionals."

Nothing contained herein shall be construed to prevent any Board official from meeting with any employee organization representing employees in this bargaining unit for the purpose of hearing the views and proposals of its

members, except that, as to matters presented by such organizations which are proper subjects of collective bargaining, the Union shall be informed of the meeting and, as to those matters, any changes or modifications shall be made only through negotiation with the Union.

It is understood that all collective bargaining is to be conducted at Board headquarters level. There shall be no negotiations with the Union Chapter or with any other employee group or organization at the school or any other level.

Nothing contained herein shall be construed to prevent any individual employee from (1) informally discussing a complaint with his immediate superior or (2) processing a grievance in his own behalf in accordance with the complaint and grievance procedures hereinafter set forth in Article XXI.

Nothing contained herein shall be construed to deny to any employee his rights under Section 15 of the New York Civil Rights Law or under applicable civil service laws and regulations.

## ARTICLE II

### FAIR PRACTICES

The Union agrees to maintain its eligibility to represent all employees by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all employees without regard to membership or participation in, or association with the activities of, any employee organization.

The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status or membership or participation in, or association with the activities of, any employee organization.

### ARTICLE III RATES OF PAY

Employees in the bargaining unit will be paid at the following rates per hour:

Titles	Present Rate	Effective Jan. 1, 1973	Effective Jan. 1, 1974	Effective Jan. 1, 1975
Teacher Aide	\$3.10	\$3.26	\$3.42	\$3.58
Teacher Aide				
"A" (pre '68)*	3.50	3.68	3.86	4.04
Educational Assistant <sup>1</sup>	3.65	3.83	4.01	4.19
Educational Assistant				
"A-I" <sup>1a</sup>	—	3.91	4.10	4.28
Educational Assistant				
"A-II" <sup>2</sup>	3.80	3.99	4.18	4.37
Educational Assistant				
"B" <sup>3</sup>	4.00	4.20	4.40	4.60
Educational Associate <sup>4</sup>	4.75	4.99	5.23	5.47
Auxiliary Trainer <sup>5</sup>	5.05	5.30	5.55	5.80

\* Employed in title in the fall term of 1967 and continuously thereafter.

1. Educational Requirement: High School diploma, or high school equivalency diploma, and one year of experience in the program.

1a. Educational Requirement: 15 semester hours of approved college courses.

2. Educational Requirement: 30 semester hours of approved college courses.

3. Educational Requirement: 45 semester hours of approved college courses.

4. Educational Requirement: 60 semester hours of approved college courses and two years of experience as an Educational Assistant, or 90 semester hours of approved college courses and one year of experience in the program.

5. Educational Requirement: 60 semester hours of approved college courses and three years of experience as an Educational Assistant or Educational Associate, or both, or 90 semester hours of approved college courses and two years of experience in the program.

Employees in the bargaining unit who were employed as of the last day of the program in June 1970 in any of the titles set forth above will be paid the rates specified above for the respective titles based on the educational requirements in effect on that date.

An Educational Assistant in the bargaining unit who was employed during the 1969-70 school year and who by June 30, 1970, completed the requirements for Educational Associate in effect on June 30, 1970, shall be advanced to

Educational Associate if he makes application before October 15, 1970.

Employees in the bargaining unit will advance to the next higher title upon satisfactorily completing the following requirements:

1. A Teacher Aide with one year's experience in the program will be advanced to Educational Assistant upon being awarded a high school diploma or a high school equivalency diploma.

1a. An Educational Assistant will be advanced to Educational Assistant "A-I" upon satisfactorily completing 15 semester hours of approved college courses.

2. An Educational Assistant "A-I" or an Educational Assistant will be advanced to Educational Assistant "A-II" upon satisfactorily completing 30 semester hours of approved college courses.

3. An Educational Assistant "A-II" or an Educational Assistant "A-I" or an Educational Assistant will be advanced to Educational Assistant "B" upon satisfactorily completing 45 semester hours of approved college courses.

4. An Educational Assistant "B" or an Educational Assistant "A-II" or an Educational Assistant "A-I" or an Educational Assistant will be advanced to Educational Associate upon satisfactorily completing 60 semester hours of approved college courses and two years of service as an Educational Assistant or an Educational Assistant "A-I" or an Educational Assistant "A-II" or an Educational Assistant "B," or upon satisfactorily completing 90 semester hours of approved college courses and one year of service in the program.

5. An Educational Associate will be eligible for assignment to Auxiliary Trainer upon satisfactorily completing 60 semester hours of approved college courses and three years of service as an Educational Assistant or an Educational Assistant "A-I," or "A-II," or "B," or as an Educational Associate. An Educational Associate not having three years' experience as required in the preceding sentence will be eligible for assignment to Auxiliary Trainer upon satisfactorily completing 90 semester hours of approved college courses and two years of service as

## *Art. IV*

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an Educational Assistant or an Educational Assistant "A-I" or "A-II" or "B," or as an Educational Associate.

### **ARTICLE IV WORK YEAR**

Effective in September 1973, the work year for employees in the bargaining unit will begin on the Wednesday before the opening of school in September and will end at the conclusion of the regular school year in June.

Employees assigned to programs which start at the beginning of the school year will report for orientation and work on the Wednesday before the opening of school in September and will be paid at their regular rates. Other employees will report for orientation and work on the day the program to which they are assigned starts, and will be paid at their regular rates.

The 1972-73 work year will end on June 27, 1973, except for those employees enrolled in courses in the summer career training program which begin before school ends. The work year of such employees will end on the day before the start of their courses.

### **ARTICLE V HOURS OF WORK**

Assignment to programs which in the 1972-73 school year required five hours of work per day, or 25 hours of work per week, shall be made for five hours and 30 minutes per day or 27½ hours per week.

Assignment to programs which in the 1972-73 school year required six hours of work per day, or 30 hours of work per week, shall be made for no less than 27½ hours per week.

### **ARTICLE VI HOLIDAYS**

Effective as of the school year beginning September 1970, employees in the bargaining unit will be paid for all school holidays and all other regular school days on which the schools are closed for special observance or emergencies pursuant to action of the Chancellor.

## ARTICLE VII VACATIONS

Effective January 1, 1973, employees in the bargaining unit will be given the following vacations with pay at their regular rate:

1. The Christmas school recess and the spring school recess.

2. Ten days of vacation at the conclusion of school in June, except that in 1973 employees who enroll in courses in the summer career training program which begin before school ends will receive ten days of vacation following their last working day in June.

The ten days of vacation shall be pro-rated at the rate of one day of vacation for each month, or major portions thereof, of service during the school year.

Christmas Day, New Year's Day and Good Friday are not deemed vacation days but are included in paid holidays under Article VI.

## ARTICLE VIII WELFARE FUND

Effective January 1, 1973, the Board will provide funds at the rate of \$260 per year on a pro-rata basis per month during the regular school year on behalf of each employee covered by this Agreement, whether a member of the Union or not, for the purpose of making available for each such employee supplemental welfare benefits, and benefits for the education of employees in the bargaining unit, under a plan to be devised and established jointly by the representatives of the Board and of the Union.

Effective January 1, 1974, the Board will provide for such purposes additional funds at the rate of \$30.00 per year per each such employee, for a total of \$290.00 per year.

Effective January 1, 1975, the Board will provide for such purposes additional funds at the rate of \$30.00 per year per each such employee, for a total of \$320.00 per year.



## *Art. IX*

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Effective January 1, 1973, the Board will provide further additional funds at the rate of \$30.00 per year per employee on a pro-rata basis per month during the regular school year for the purpose of making available additional benefits.

### **ARTICLE IX CAREER TRAINING**

It is the joint purpose of the parties that employees in the bargaining unit be afforded an opportunity to qualify for advancement to professional positions with the Board of Education through experience and through appropriate career training. To achieve this purpose, effective in September 1973, the Board will make available each school year to all employees covered by this Agreement, six semester hours of career training each semester and six additional semester hours of career training during the summer, each semester hour being equivalent to one credit; and it is further agreed that:

#### **1. School-Year Training**

a. The Board will grant each college semester to bargaining unit employees having a work program of  $27\frac{1}{2}$  hours per week released time of  $2\frac{1}{2}$  hours per week with pay for study at an approved college or for high school equivalency training, provided that in that semester the employee is enrolled for and completes a total of at least five semester hours of such study or training.

b. The Board will grant each college semester to bargaining unit employees having a work program of 30 hours or more per week released time of three hours per week with pay for study at an approved college or for high school equivalency training, provided that in that semester the employee is enrolled for and completes a total of at least six semester hours of such study or training.

c. The Board will grant each college semester to bargaining unit employees having a work program of 25 hours per week released time of two hours per week with pay for study at an approved college or for high school equivalency training, provided that in that semester the

employee is enrolled for and completes a total of at least five semester hours of such study or training.

d. Employees in the bargaining unit having a program of 20 hours per week will be paid for an additional two hours per week for time spent during a college semester in approved college study or high school equivalency training, provided that the employee is enrolled for and completes in the semester a total of at least four semester hours of such study or training.

e. Employees who are enrolled in the college training program financed by the Human Resources Administration will be covered by the provisions of the preceding sub-paragraphs only in the event that the Human Resources Program is discontinued.

## **2. Summer Training**

a. In the summer of 1973, the Board will make available to all employees covered by this Agreement having a high school or high school equivalency diploma, a four-week college career training program. For those employees not having a high school or high school equivalency diploma, the Board will make available a four-week high school equivalency career training program during the summer months of 1973.

b. In the summers of 1974 and 1975, the Board will make available to all employees covered by this Agreement having a high school or high school equivalency diploma, a six-week college summer career training program. For those employees not having a high school or high school equivalency diploma, the Board will make available a six-week high school equivalency summer career training program during the summer months of 1974 and 1975. Such summer career training programs are to commence after the close of the school year.

c. The Board will pay a stipend of \$75.00 per week for the summer of 1973 to each employee who regularly works 20 to 30 hours per week for satisfactory attendance in the summer career training program.

Employees who enroll for and complete in the summer of 1973 two additional weeks of approved college or high school equivalency training beyond the four-week

career training program will receive a stipend for the additional two weeks at the appropriate rate, provided such training program begins before the conclusion of the school year in June.

The Board will pay a stipend of \$80.00 per week for the summers of 1974 and 1975 to each employee who regularly works 27½ hours per week for satisfactory attendance in the summer career training program.

The Board will pay a stipend of \$80.00 per week for the summer of 1973, and \$85.00 per week for the summers of 1974 and 1975, to each employee who regularly works thirty (30) hours per week for satisfactory attendance in the summer career training program.

d. Employees who work for the Board of Education while in attendance in the summer career training program shall not receive the stipend.

### **3. Union Contribution**

The Union will contribute each year toward career training an amount equal to 15 percent of \$190.00, or \$28.50, on a pro-rata basis for each employee in the bargaining unit from the welfare payments made to it by the Board in accordance with Article VIII hereof.

## **ARTICLE X OPPORTUNITY FOR SUMMER WORK**

Summer work at their regular schedule of hours which may be available in their titles in the district shall be given to applicants in the bargaining unit in order of seniority.

For the purpose of this Article, seniority is defined as the length of continuous service as a para-professional employee in the district.

Summer work shall be paid at the rates specified in Article III.

## **ARTICLE XI HEALTH INSURANCE**

The Board will provide employees covered by this Agreement who regularly work 20 hours or more a week

from September through June and who return to work the following September with health insurance coverage on a 12-month basis.

## **ARTICLE XII SICK LEAVE**

a. Employees will be granted one-day's sick leave with pay for each month of work during the regular school year. Unused sick leave shall be cumulative from month to month during the school year and from year to year up to a maximum of 145 days.

b. Employees whose sick leave allowance is exhausted shall have the right to apply to the Personnel Board to borrow against future sick leave in accordance with applicable administrative regulations.

c. Information on accumulated sick leave will be given to each employee, in writing, once a year.

d. Para-professionals serving in schools shall not suffer loss of sick leave days for absence due to illness from the following children's diseases: rubeola (measles), epidemic parotitis (mumps), and varicella (chicken pox). It is understood that this paragraph does not apply to rubella (german measles).

e. Employees with two years of service who leave for reasons of illness shall, subject to approval of the Medical Board, be entitled to return within one year on the basis of seniority and shall regain the seniority and other rights they had before leaving.

f. Employees who work during the summer will be granted one day of sick leave with pay for each month or major portion thereof. Sick leave days so earned are cumulative from month to month during the summer. Unused sick days are not cumulative from year to year nor may they be credited to sick leave acquired by working during the regular school year.

## **ARTICLE XIII LAYOFF AND RECALL**

### **A. Layoff**

In the event of layoff of employees in the bargaining

## *Art. XIII A*

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unit because of lack of work, the employee with the least seniority in the district shall be selected for layoff except that an employee who would otherwise be laid off on the basis of seniority may be retained only if and so long as he meets any of the following requirements for the program and no employee with greater seniority meets such requirements:

1. The employee possesses special competence in the particular program by reason of at least 60 hours of special training as required in the specifications for the program.

2. The employee possesses special knowledge or skills such as bi-lingual proficiency or competence in such subject areas as mathematics, reading, music or art, as required in the specifications for the program.

3. The employee has acquired 15 or more college credits through career training and such training is necessary for his duties in the program and is prescribed in the specifications for the program.

Seniority shall be defined as length of service as a para-professional employee in the bargaining unit in the district.

### **B. Recall**

Recall of employees who are laid off because of lack of work shall be made to available positions in the bargaining unit in the district on the basis of greatest seniority except where the employee does not meet any of the following requirements for an available position:

1. The employee is required to have at least 60 hours of special training, as provided in the specifications for the program.

2. The employee is required to have special knowledge or skills such as bi-lingual proficiency or competence in such subject areas as mathematics, reading, music or art, as provided in the specifications for the program.

3. The employee is required to have 15 or more college credits through career training and such training

is necessary for his duties in the program and is prescribed in the specifications for the program.

Seniority shall be defined as length of service as a para-professional employee in the bargaining unit in the district.

An "available" position as used herein is a new or vacant position or the position of a para-professional on leave.

### **C. Retention of Seniority**

An employee in the bargaining unit who is laid off because of lack of work and who is recalled within one year shall regain the seniority and shall be credited with the accumulated sick leave to which he was entitled at the time he was laid off.

## **ARTICLE XIV POLICY CONCERNING APPLICATIONS FOR POSITIONS**

A. Employees may apply for positions in the bargaining unit in a school within the district other than the school in which they are serving. An employee who applies in writing for an opening in the bargaining unit will be interviewed and, if deemed qualified, will be given preference for employment in the opening in another school if:

1. the employee has more than the equivalent of one school term of continuous service, and
2. the school with the opening is nearer to the employee's home than the school in which he is serving.

An "opening" is a vacancy created by the termination of a regularly-employed employee or a new position assigned to a school or a position in a newly-constructed school. The determination of qualifications for employment in an opening in a particular school in the bargaining unit shall be made by the head of the school or by the head of the program.

B. Vacancies in the position of auxiliary trainer shall be posted for seven school days in all schools in the dis-

trict in which the vacancy occurs. The senior qualified applicant shall be selected.

## **ARTICLE XV**

### **DAMAGE OR DESTRUCTION OF PROPERTY**

A. Employees shall not be held responsible for loss of school property when such loss is not the fault of the employee. This does not exonerate the employee from responsibility for school property in his charge.

B. The Board of Education will reimburse para-professionals in the bargaining unit in an amount not to exceed a total of \$100 in any school year for loss or damage or destruction, while on duty in the school, of personal property of a kind normally worn to or brought into school when the para-professional has not been negligent, to the extent that such loss is not covered by insurance.

The term "personal property" shall not include cash. The terms "loss," "damage" and "destruction" shall not cover the effects of normal wear and tear and use.

## **ARTICLE XVI**

### **ASSAULT AND INJURY IN LINE OF DUTY**

#### **A. Disability Benefits**

A leave of absence with pay and without charge to time allowance, for a period not to exceed one calendar year, shall be granted, subject to established administrative practices, upon the determination of the Chancellor that the employee has been physically disabled because of an assault made upon him during the performance of his official duties, or because of injury in the line of duty.

#### **B. Assistance in Assault Cases**

1. Principals shall be required to report all cases of assault suffered by para-professionals in connection with their employment to the Executive Director of Personnel and to the Office of the Counsel.

2. The Office of the Counsel shall inform the para-professional immediately of his rights under the law and shall provide such information in a written document.

3. The Office of the Counsel shall notify the para-professional of its readiness to assist the para-professional as follows:

- by obtaining from police and from the principal relevant information concerning the culprits;
- by accompanying the para-professional in court appearances;
- and by acting in other appropriate ways as liaison among para-professional, police and the courts.

This assistance is intended solely to apply to the criminal aspect of any case arising from such assault.

4. Should the Office of the Counsel fail to provide an attorney to appear with the para-professional in Family Court, the Board will reimburse the para-professional if he retains his own attorney for only one such appearance in an amount up to 40.00.

## ARTICLE XVII EXCUSABLE ABSENCES WITH PAY

Employees will be excused with pay as follows for absence during working hours subject to established administrative practices:

1. Absence not to exceed four working sessions in the case of death in the immediate family. In addition, the Personnel Board may excuse additional absence when such absence is necessary because of the attendance at the funeral of a relative in the immediate family at a place remote from the City of New York. The term "immediate family" includes a parent, child, brother, sister, grandparent, grandchild, husband, wife or parent of a husband or wife, or any relative residing in the employee's household.

2. Absence for jury duty: the employee excused for jury duty shall endorse the check for services rendered as a juror to the Administrator of Business Affairs. Otherwise there shall be deducted from his salary an amount equal to the sum he is entitled to receive from the appropriate governmental agency for his performance of such jury duty.



3. Absence of no more than one session for each of the following purposes: receiving a degree from a college or university; attending the graduation of an employee's child from an eight-year elementary school, or from a junior high school, or from a high school or from a college. Absence for attendance at graduations which occur during working hours only will be excused.

### ARTICLE XVIII LEAVES WITHOUT PAY

A. An employee with two or more years of service who leaves for reasons of maternity and returns to employment in the district within one year shall regain the seniority she had at the time she left, and shall be credited with the accumulated sick leave to which she was entitled at the time she left less the sick days used while on maternity leave.

B. An employee with three or more years of service who leaves for approved study and returns to employment in the district within one year shall regain the seniority he had at the time he left and shall be credited with the accumulated sick leave to which he was entitled at the time he left.

### ARTICLE XIX RETIREMENT CREDIT

The Board will adopt a resolution recommending to the Teachers' Retirement Board that employees in the bargaining unit who become teachers in the New York City school system and members of the Teachers' Retirement System of the City of New York be given pension credit for their prior service with the Board as para-professional employees.

The Board will recommend to the Mayor that employees in the bargaining unit who become eligible for membership in a retirement system of any mayoral or other city agency be given pension credit for their prior service with the Board as para-professional employees.

## ARTICLE XX SAFETY

The principal is charged with the responsibility of maintaining security and safety in the school. To meet this responsibility, he shall develop, in consultation with the Union chapter committee and the parents association of the school, a comprehensive safety plan, subject to the approval of the Chief Administrator of School Safety.

A complaint by a para-professional that there has been a violation of the plan as to him, may be made to the principal, orally or in writing, as promptly as possible.

The principal shall render his decision within 24 hours after receiving the complaint.

If the para-professional is not satisfied with the decision of the principal, he may appeal in writing as promptly as possible to the community superintendent or the assistant superintendent, as may be appropriate.

The community superintendent or assistant superintendent shall render his decision in writing to the para-professional within 24 hours after receiving the appeal.

If the para-professional is not satisfied with the decision of the community superintendent or assistant superintendent, he may appeal in writing to the Chief Administrator of School Safety and request a hearing, as promptly as possible after receiving the decision of the community superintendent or assistant superintendent.

The Chief Administrator of School Safety shall render his decision in writing to the para-professional within 48 hours after receiving the appeal. If a hearing is requested, it shall be held within 48 hours and the decision shall be rendered within 48 hours after the close of the hearing. The decision of the Chief Administrator of School Safety shall be final and binding.

Where a substantial number of para-professionals have a complaint the chapter committee, upon their request, may initiate the complaint in their behalf.

Where all para-professionals in the school are affected, the chapter committee may initiate a complaint on behalf of all para-professionals.

## ARTICLE XXI COMPLAINT AND GRIEVANCE PROCEDURES

### Policy

It is the policy of the Board to encourage discussion on an informal basis between a supervisor and an employee of any employee complaint. Such discussion should be held with a view to reaching an understanding which will dispose of the matter in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure. An employee's complaint should be presented and handled promptly and should be disposed of at the lowest level of supervision consistent with the authority of the supervisor.

Upon request to the head of the school, a Union staff representative shall be permitted to meet with employees in the unit during their non-working time, within the school, for the purpose of investigating complaints and grievances, under circumstances which will not interfere with the para-professional program or other school activities. When necessary, any employee in the unit who is a chapter chairman in the school in which the aggrieved employee is assigned will be given time off to represent the employee in the presentation of his grievance.

### Informal Complaint Procedure

It is desirable that any employee having a complaint should discuss it informally with his immediate supervisor or with any other appropriate level of supervision at the school.

The employee should request an opportunity to discuss the matter, and the supervisor should arrange for the discussion at the earliest possible time. At such informal discussion, the employee may be accompanied by a Union representative or by another employee in the unit who is not an official or agent of another employee organization. The Union representative shall be the Chapter Chairman at the school or a Union representative.

The objective should be to dispose of the majority of employee complaints in this manner.

### **Formal Grievance Procedure**

If the matter has not been disposed of informally, an employee having a complaint concerning any condition of employment within the authority of the Board of Education may, within a reasonable period of time following the action complained of, present such complaint as a grievance in accordance with the provisions of this grievance procedure.

Complaints concerning matters which are not within the authority of the Board should be presented in accordance with the review procedures of the agency having authority over such matters.

The grievance procedure does not apply to complaints concerning discharge. A separate review procedure is provided for complaints as to discharge.

If a group of employees has the same complaint, a member of the group may present the grievance in the group's behalf under this procedure.

The Union has the right to initiate or appeal a grievance involving alleged violation of any term of this Agreement. Such grievance shall be initiated with the appropriate community or assistant superintendent or with such other Board official as may be appropriate.

Following is the procedure for presentation and adjustment of grievances:

#### **School Level (Step 1)**

The employee shall initiate the grievance at Step 1 with the head of the school as the Board representative.

#### **District Level (Step 2)**

If the grievance is not resolved at the first step, the employee may then appeal the grievance to the community or assistant superintendent as the Board representative at Step 2.

#### **Board Level (Step 3)**

If the grievance is not resolved at Step 2, the aggrieved employee may appeal from the decision at Step 2 to the Chancellor within 10 school days after the decision of the community or assistant superintendent is received.

When a grievance is appealed to the Chancellor at Step 3, the Union may advise the Grievance Panel of that appeal, in order to expedite possible scheduling before the Panel in the event that the grievance is subsequently appealed to the Grievance Panel.

### **Representation**

At each step, the employee may be accompanied by a Union representative or by an employee in the bargaining unit who is not an official or agent of another employee organization. At Step 1, the Union representative shall be the chapter chairman at the school. At Steps 2 and 3, the Union representative shall be a Union staff representative.

### **Conferences and Decisions**

At each step of this grievance procedure, a conference shall be arranged by the Board representative, or his designee, with the aggrieved employee and his representative, if any. Conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. When such conferences are held during working hours, employees who participate shall be excused with pay for that purpose.

Every attempt should be made to reach a mutually satisfactory resolution of the grievance at the conference held under this procedure. If the grievance is not resolved at the conference, then a decision must be rendered by the Board representative. The decision at each step should be communicated to the aggrieved employee and his representative within the following time limits:

1. At Step 1, within five school days after the grievance is initiated;
2. At Step 2, within ten school days after the appeal is received.
3. At Step 3, within ten school days after the appeal is received.

If a satisfactory resolution is not reached or if a decision is not rendered within the time limit at Step 1, 2, or 3, the employee may appeal the grievance to the next higher step.

### **Appeals to the Grievance Panel (Step 4)**

A grievance which has not been resolved by the Chancellor at Step 3 may be appealed by the employee to the Grievance Panel. A grievance may not be appealed to the Grievance Panel unless a decision has been rendered by the Chancellor at Step 3, except in cases where the decision on the grievance has not been communicated to the aggrieved employee and his representative by the Chancellor within the time limit specified for Step 3 appeals.

The appeal to the Grievance Panel shall be filed within 10 school days after receipt of the decision of the Chancellor. Where no hearing has been held, or no decision has been issued within 10 school days following receipt of the grievance by the Chancellor at Step 3, the appeal to the Grievance Panel shall be filed within 10 school days following the expiration of the 10-day period.

The Panel shall be composed of one representative of the Board, one representative of the Union and one other person, selected by mutual agreement of the Board and the Union, who shall be the chairman.

Any costs relating to the participation of the Chairman shall be shared equally by the parties to the dispute.

With respect to grievances which involve the application or interpretation of the provisions of this Agreement the Grievance Panel shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law:

2. Involving Board discretion or Board policy under the provisions of this Agreement, under Board by-laws, or under applicable law, except that the Panel may decide in a particular case that such policy was disregarded or that the attempted application of any such term of this agreement was so discriminatory, arbitrary or capricious as to constitute an abuse of discretion;

3. Limiting or interfering in any way with the powers,

## *Art. XXI*

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duties and responsibilities of the Board under its by-laws, applicable law, and rules and regulations having the force and effect of law.

With respect to grievances which involve the application or interpretation of the provisions of this Agreement the decision of the Grievance Panel, if made in accordance with its jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it.

With respect to all other grievances, if the grievance is not resolved by unanimous agreement of the Panel members and the employee at the conference, then a report and majority recommendation of the Panel shall be transmitted by the chairman to the Chancellor. Within 10 school days after the date that the report and recommendation are received by the Chancellor, he shall indicate whether he will accept the Panel's recommendation. Unless the Chancellor disapproves the recommendation within 10 school days after the date it is received by him, the recommendation shall be deemed to be his decision.

A recommendation of the Panel which has been approved by the Chancellor, or which has not been disapproved by the Chancellor within the 10-day limit specified above, shall be communicated to the aggrieved employee. If the Chancellor decides to disapprove a recommendation of the Panel, he shall notify the aggrieved employee and the Panel of his decision.

## ARTICLE XXII

### DISCHARGE REVIEW PROCEDURES

It is the policy of the Board that the discharge of an employee should be based on good and sufficient reason and that such action should be taken by the supervisor having such authority only after he has given due consideration to the matter.

If an employee with more than the equivalent of one school term of continuous service is discharged, he shall, upon his request, be given a written notice of discharge and a statement of the general reasons for such action.

Such employee will also, upon his request, be afforded an opportunity for a prompt and careful review of the discharge in accordance with the provisions of review procedures to be prescribed by the Board of Education.

The time limits for Steps 1 and 2 for review of discharge complaints shall be as follows:

1. At Step 1, within five school days after the complaint is initiated.

2. At Step 2, within 15 school days after the appeal is received.

The Discharge Review Procedure shall include, as a further step, a provision for "final arbitration" by the Grievance Panel established under Article XXI of this Agreement. That provision shall read as follows:

"An employee who is not satisfied with the determination made at Step 2 may appeal to the Grievance Panel established under Article XXI of this Agreement for final arbitration."

### **ARTICLE XXIII PERSONNEL FOLDERS**

Employees shall receive a copy of any evaluatory statement of their work performance or conduct which is placed in their permanent personnel folder. Employees shall be given an opportunity to answer any such evaluatory statement placed in their folder, and their written answer shall be attached to the evaluatory statement in the folder.

### **ARTICLE XXIV PAY PRACTICES**

The Board will recommend to the Comptroller of the City of New York that he itemize more fully employee pay checks and that he provide accompanying explanations when lump sum payments are made.

### **ARTICLE XXV INFORMATION AT THE SCHOOL**

A. All official Board of Education circulars which deal with the working conditions or the welfare of em-



## *Art. XXV B*

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ployees covered by this Agreement shall be posted promptly.

B. A copy of the district seniority list for employees in the bargaining unit shall be posted in each school in the district. A copy shall be given to the Union chapter chairman and to the Union district representative.

## ARTICLE XXVI CHECK-OFF

### A. Exclusive Check-Off Privilege

The Board will honor, in accordance with their terms, only such written authorizations as are properly executed by employees in the unit covered by this Agreement for the deduction of their dues in behalf of the Union.

### B. Dues Check-Off on Transfer

The Board will honor, in accordance with their terms, the written authorizations for the deduction of dues in behalf of the Union, properly executed by individuals while employed by the City of New York, who thereafter transfer directly to employment with the Board in the unit covered by this Agreement.

### C. Dues Check-Off Information

The Board shall provide monthly to the Union a complete and up-to-date list of all employees in the bargaining unit who have properly executed written authorization for the deduction of dues in behalf of the Union. The Board shall also furnish to the Union such other reasonably available information as may be necessary to the Union for maintaining appropriate check-off records.

## ARTICLE XXVII CONSULTATION WITH UNION COMMITTEE

Appropriate representatives at Board headquarters level and representatives of the Union shall meet once a month during the school year to consult on matters of para-professional policy and on questions relating to the implementation of this Agreement.

## ARTICLE XXVIII UNION MEETINGS

Upon request to the head of the school, members of the Union who are in the bargaining unit shall be permitted to meet within the school under circumstances which will not interfere with the para-professional program or other school activities. Such meetings may be held only during the employees' lunch period or before or after the employees' working hours, at a place to be assigned by the head of the school, where other employees or children are not present. Union officials may attend such meetings.

## ARTICLE XXIX RESTRICTION ON UNION ACTIVITIES

A. No employee shall engage in Union activities during the time he is assigned to duty, except that members of the Union's negotiating committee shall, upon proper application, be excused without loss of pay for working time spent in negotiations with the Board or its representatives.

B. The Para-professional Chapter chairman shall be allowed one day per week for investigation of grievances and for other appropriate activities relating to the administration of this agreement and to the duties of his office.

## ARTICLE XXX MATTERS NOT COVERED

With respect to matters not covered by this Agreement which are proper subjects for collective bargaining, the Board agrees that it will make no changes without appropriate prior consultation and negotiation with the Union.

## ARTICLE XXXI CONFORMITY TO LAW—SAVING CLAUSE

A. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall

## *Art. XXXI B*

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not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the Union.

B. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

C. If the Board delegates any of its authority or functions to a community school board, the terms of this Agreement, insofar as applicable, shall be binding upon the community school board to the extent permitted by law.

## **ARTICLE XXXII COPY OF AGREEMENT**

The parties will have available copies of this Agreement upon request.

## **ARTICLE XXXIII NO-STRIKE PLEDGE**

The Union and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union therefore agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by the employees covered by this Agreement, nor any instigation thereof.

## **ARTICLE XXXIV DEFINITIONS**

1. Wherever the term "semester hours" is used in this Agreement, it shall mean college credits.

2. Whenever the term "Board" is used in the Agreement, it shall mean the City Board, it being understood, nevertheless, that this contract is binding on all community school boards in accordance with Section 2590 of the Education Law.

**ARTICLE XXXV**  
**NOTICE—LEGISLATIVE ACTION**

The following article is required by the Public Employees Fair Employment Act, as amended by Section 204a, approved March 10, 1969:

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law, or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

**ARTICLE XXXVI**  
**DURATION**

This Agreement shall become effective as of January 1, 1973, and shall continue in full force and effect until September 9, 1975.

1973

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**SEYMOUR LACHMAN**  
President  
The Board of Education  
of the  
City School District  
of the  
City of New York

---

**ALBERT SHANKER**  
President  
United Federation of Teachers, Local 2  
American Federation of Teachers, AFL-CIO

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UNITED FEDERATION OF TEACHERS  
260 Park Avenue South  
New York, New York 10010

**3rd CLASS MAIL**

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## U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS  
WASHINGTON, D.C. 20212cg  
830263

September 28, 1973

MAR 7 1974

Mr. Albert Shanker, President  
United Federation of Teachers  
260 Park Avenue South  
New York, New York 10010

Gentlemen:

The Bureau of Labor Statistics has long maintained a file of current collective bargaining agreements in the private sector of the economy for public and Government use. To provide a similar service for the public sector, and to assist us in our studies of employer-employee relations, we are establishing a file of basic documents setting forth the terms and conditions of employment of public employees. We are interested in contracts, written agreements, letters of understanding, departmental orders, and the like, resulting from discussions or negotiations with an employee union or association.

We will appreciate receiving a copy of any such document applying to the following employees: between the Board of Education, covering the Teachers Aide, Educational Assistant, Associates, Auxillary Trainer, and your union. The agreement we have on file expired December 1972.

Please provide the information requested below. You may return this form and the documents requested in the enclosed envelope which requires no postage. If no such documents exist, please note and return this form. If more than one group of employees are involved, please provide information separately for each group on the back of this form.

Thank you for your cooperation.

Very truly yours,

*Geoffrey H. Moore*  
GEOFFREY H. MOORE  
Commissioner

PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).

1. Name of participating union or association (indicate national affiliation, if any): United Federation of Teachers, AFT, AFL-CIO
2. Approximate number of employees involved: 10,000
3. Expiration date, if any: Sept. 9, 1975
4. Office or person to be contacted for information, later amendments, new agreements, etc.: Lucille Swaim, UFT, 260 Park Ave. South, N.Y.C. 10010